

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
BOARD ACTION SUMMARY

DEPT: Health Services Agency

BOARD AGENDA:5.B.1
AGENDA DATE: June 12, 2018

SUBJECT:

Approval to Authorize the Health Services Agency to Negotiate and Execute a One-Year Agreement with Medex Practice Solutions, Inc. for Professional Staffing of the Urgent Care Center

BOARD ACTION AS FOLLOWS:

RESOLUTION NO. 2018-0268

On motion of Supervisor Monteith , Seconded by Supervisor Chiesa
and approved by the following vote,

Ayes: Supervisors: Olsen, Chiesa, Withrow, Monteith, and Chairman DeMartini

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

- 1) Approved as recommended
- 2) Denied
- 3) Approved as amended
- 4) Other:

MOTION:

ATTEST:


ELIZABETH A. KING, Clerk of the Board of Supervisors

File No.

**THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
AGENDA ITEM**

DEPT: Health Services Agency

BOARD AGENDA:5.B.1
AGENDA DATE: June 12, 2018

CONSENT:

CEO CONCURRENCE: YES

4/5 Vote Required: No

SUBJECT:

Approval to Authorize the Health Services Agency to Negotiate and Execute a One-Year Agreement with Medex Practice Solutions, Inc. for Professional Staffing of the Urgent Care Center

STAFF RECOMMENDATION:

1. Approve the contract between Medex Practice Solutions, Inc. and the Health Services Agency (HSA) in the amount of \$510,000 for professional staffing of the HSA Urgent Care Services for the period beginning on or about July 1, 2018 through June 30, 2019.
2. Authorize the Health Services Agency Managing Director, or her designee, to sign the agreement and subsequent amendments with Medex for provider staffing of the Agency's urgent care services.

DISCUSSION:

The Stanislaus County Health Services Agency (HSA) clinic system division includes specialty and physical rehabilitation clinics, and six Federally Qualified Health Center Look-Alike (FQHC-LA) primary care clinics throughout Modesto, Ceres, Hughson and Turlock. One of the Modesto clinic locations offers after hours urgent care services to the underserved community. The urgent care services occur inside of the Paradise Medical Office at 401 Paradise Road, Ste. E in Modesto, California. Currently the urgent care volume is approximately 7,500 visits per year. The after-hours services of HSA's urgent care operation are part of the expected and approved scope of the federal FQHC-LA designation.

The Health Services Agency Urgent Care Operation is open Monday through Friday from 5:30 p.m. to 9:30 p.m. and 10:00 a.m. to 6:00 p.m. on Saturday and Sunday, and is closed on County approved holidays. For the past several years, HSA has contracted with California Healthcare Medical Billing Inc., for the provision of professional provider staffing for the urgent care services. This Contractor has experienced some difficulty in providing consistent and adequate provider staffing. Therefore, in November of 2017, the Health Services Agency initiated a Request for Proposal (RFP) in order to obtain a Contractor with a proven track record of provider staffing in an emergency or urgent care setting, delivering episodic primary care services with a focus on providing quality, cost effective services to meet the demands of fluctuating patient volumes. As a result

of the RFP process, the Health Services Agency selected Medex for the provision of the urgent care provider staffing services (the only respondent). Medex demonstrated that it had the experience, capability and established provider resources to provide quality staffing services. The current contract with California Healthcare Medical Billing Inc. will end on June 30, 2018 and the vendor does not want to renew the agreement.

Under the terms of the proposed Agreement, the urgent care services will be provider staffed concurrently with two licensed physicians during the busiest hours and days, such as Mondays and Fridays. Medex is allowed the flexibility to staff with one licensed physician and a mid-level provider at other times as a means to contain costs while maintaining quality of care and accessibility to services.

Upon Board of Supervisor approval of this contract, the Health Services Agency will execute the agreement with Medex Practice Solutions, Inc.

POLICY ISSUE:

Consistent with the policy adopted by the Board of Supervisors on January 24, 2006, and amended on March 22, 2011, this Agreement requires Board approval as the anticipated amount to be paid to the contractor by the HSA over the period of the agreement will be more than \$100,000.

FISCAL IMPACT:

The financial terms of this Agreement stipulate that the Health Services Agency will pay to Medex a maximum amount of \$510,000 per fiscal year, or approximately \$42,500 monthly. This amount is based on the estimate that approximately 7,900 visits will be performed annually. Medex will be paid \$210/hr. with a productivity incentive of \$10 per visit. Forecasting the expected expenses and fee for service revenue from volume, this new contract is expected to result in approximately the same fiscal impact as the contract that is ending. Appropriations and estimated revenues to support this agreement have been included in the HSA's Fiscal Year 2018-2019 Proposed Budget.

BOARD OF SUPERVISORS' PRIORITY:

The recommended actions are consistent with the Boards' priorities of *Supporting Community Health* and *Delivering Efficient Public Services* by awarding this agreement to provide Urgent Care Services.

STAFFING IMPACT:

Existing staff from the Health Services Agency are available to support this agreement. In the future, if the workload demand increases, the Agency will analyze available options and return to the Board of Supervisors for consideration of any necessary staffing changes.

CONTACT PERSON:

Mary Ann Lee, Managing Director (209) 558-7163

ATTACHMENT(S):

1. Medex UC Agreement_2018

**AGREEMENT
FOR
HEALTHCARE INDEPENDENT CONTRACTOR**

This Agreement For Professional Services is made and entered into by and between the County of Stanislaus ("County") and Medex Practice Solutions, Inc., a California corporation ("Contractor"), effective as of July 1, 2018.

Introduction

WHEREAS, the County has a need for services involving professional provider staffing of the Health Services Agency's Urgent Care Center; and

WHEREAS, the Contractor is specially trained, experienced and competent to perform and has agreed to provide such services;

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the parties hereby agree as follows:

Terms and Conditions

1. **Scope of Work**

1.1 The Contractor shall furnish to the County upon execution of this Agreement or receipt of the County's written authorization to proceed, those services and work set forth in **Exhibit A**, which is attached hereto and, by this reference, made a part hereof.

1.2 All documents, drawings and written work product prepared or produced by the Contractor under this Agreement, including without limitation electronic data files, are the property of the Contractor; provided, however, the County shall have the right to reproduce, publish and use all such work, or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so. If any such work is copyrightable, the Contractor may copyright the same, except that, as to any work which is copyrighted by the Contractor, the County reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, and use such work, or any part thereof, and to authorize others to do so. The County shall defend, indemnify and hold harmless the Contractor and its officers, employees, agents, representatives and subcontractors from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, arising out of or resulting from the County's reuse of the documents and drawings prepared by the Contractor under this Agreement.

1.3 Services and work provided by the Contractor under this Agreement will be performed in a timely manner in accordance with a schedule of work set forth in Exhibit A. If there is no schedule, the hours and times for completion of said services and work are to be set by the Contractor; provided, however, that such schedule is subject to review by and concurrence of the County.

1.4 The Contractor shall provide services and work under this Agreement consistent with the requirements and standards established by applicable federal, state

and County laws, ordinances, regulations and resolutions. The Contractor represents and warrants that it will perform its work in accordance with generally accepted industry standards and practices for the profession or professions that are used in performance of this Agreement and that are in effect at the time of performance of this Agreement. Except for that representation and any representations made or contained in any proposal submitted by the Contractor and any reports or opinions prepared or issued as part of the work performed by the Contractor under this Agreement, Contractor makes no other warranties, either express or implied, as part of this Agreement.

1.5 If the Contractor deems it appropriate to employ a subcontractor, expert or investigator in connection with the performance of the services under this Agreement, the Contractor will so advise the County and seek the County's prior approval of such employment. Any subcontractor, expert or investigator employed by the Contractor will be the agent of the Contractor not the County.

2. Consideration

2.1 The Contractor shall be compensated on either a time and materials basis or a lump sum basis, as provided in Exhibit A attached hereto.

2.2 Except as expressly provided in this Agreement, Contractor shall not be entitled to nor receive from County any additional consideration, compensation, salary, wages or other type of remuneration for services rendered under this Agreement, including, but not limited to, meals, lodging, transportation, drawings, renderings or mockups. Specifically, Contractor shall not be entitled by virtue of this Agreement to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays or other paid leaves of absence of any type or kind whatsoever.

2.3 The Contractor shall provide the County with a monthly or a quarterly statement, as services warrant, of fees earned and costs incurred for services provided during the billing period, which the County shall pay in full within 30 days of the date each invoice is approved by the County. The statement will generally describe the services performed, the applicable rate or rates, the basis for the calculation of fees, and a reasonable itemization of costs. All invoices for services provided shall be forwarded in the same manner and to the same person and address that is provided for service of notices herein.

2.4 County will not withhold any Federal or State income taxes or Social Security tax from any payments made by County to Contractor under the terms and conditions of this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Contractor. County has no responsibility or liability for payment of Contractor's taxes or assessments.

3. Term

3.1 The term of this Agreement shall be from the date of approval of this Agreement until completion of the agreed upon services unless sooner terminated as provided below or unless some other method or time of termination is listed in Exhibit A.

3.2 Should either party default in the performance of this Agreement or materially breach any of its provisions, the other party, at that party's option, may terminate this Agreement by giving written notification to the other party.

3.3 This Agreement shall terminate automatically on the occurrence of (a) bankruptcy or insolvency of either party, (b) sale of Contractor's business, (c) cancellation of insurance required under the terms of this Agreement, and (d) if, for any reason, Contractor ceases to be licensed or otherwise authorized to do business in the State of California, and the Contractor fails to remedy such defect or defects within thirty (30) days of receipt of notice of such defect or defects.

4. Required Licenses, Certificates and Permits

Any licenses, certificates or permits required by the federal, state, county or municipal governments for Contractor to provide the services and work described in Exhibit A must be procured by Contractor and be valid at the time Contractor enters into this Agreement. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates and permits in full force and effect. Licenses, certificates and permits may include but are not limited to driver's licenses, professional licenses or certificates and business licenses. Such licenses, certificates and permits will be procured and maintained in force by Contractor at no expense to the County.

5. Office Space, Supplies, Equipment, Etc.

County shall provide such office space, supplies, equipment, reference materials and telephone service as is necessary for Contractor to provide the services.

6. Professional Malpractice Liability Protection

County shall provide Contractor with professional medical malpractice liability protection, including defense and indemnification for actions arising from Contractor's provision of patient care services pursuant to the terms of this Agreement and which are not subject to coverage by the malpractice program provided by the Valley Consortium for Medical Education to Contractors who hold a volunteer clinical faculty appointment as described in the current "Affiliation Agreement between the Valley Consortium for Medical Education and Stanislaus County". In the event of dispute over coverage between County and the Consortium for acts committed pursuant to the terms of this Agreement, County will provide medical malpractice defense and indemnification to Contractor. Furthermore, County shall provide "tail" coverage for acts and omissions of Contractor for services performed under the scope of this Agreement. Notwithstanding the foregoing, Contractor must provide professional malpractice protection for any and all medical services or patient care provided outside the course or scope of this Agreement and in his or her private practice, if any. It is further understood and agreed by the parties that this Agreement shall be terminated in the event that County is unable to provide professional liability protection to Contractor through the County's professional liability program and in the event of such termination, Contractor will be paid for services provided up to the date of termination.

7. Defense and Indemnification

7.1 Each of the parties hereto shall be solely liable for negligent or wrongful acts or omissions of its representatives and employees occurring in the performance of this Agreement, and if either party becomes liable for damages caused by its representatives or employees, it shall pay such damages without contribution by the other party. Contractor's obligation under the provisions of this paragraph is not limited to or restricted by any requirement in this Agreement for the Contractor to have insurance.

7.2 To the extent permitted by law, County shall defend, indemnify, and hold harmless Contractor, its agents, officers and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs including litigation costs and attorney's fees arising out of or resulting from the active negligence or wrongful acts of County, its officers, or employees.

7.3 It is understood and agreed that Contractor shall be liable for any acts or omissions which occur outside the course or scope of performance of this Agreement arising out of or resulting from the active negligence or wrongful act of Contractor. County and Contractor agree to maintain their own insurance and be responsible for their own actions and omissions.

8. Status of Contractor

8.1 All acts of Contractor and its officers, employees, agents, representatives, subcontractors and all others acting on behalf of Contractor relating to the performance of this Agreement, shall be performed as independent contractors and not as agents, officers or employees of County. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in Exhibit A, Contractor has no authority or responsibility to exercise any rights or power vested in the County. No agent, officer or employee of the County is to be considered an employee of Contractor. It is understood by both Contractor and County that this Agreement shall not be construed or considered under any circumstances to create an employer-employee relationship or a joint venture.

8.2 At all times during the term of this Agreement, the Contractor and its officers, employees, agents, representatives or subcontractors are, and shall represent and conduct themselves as, independent contractors and not employees of County.

8.3 Contractor shall determine the method, details and means of performing the work and services to be provided by Contractor under this Agreement. Contractor shall be responsible to County only for the requirements and results specified in this Agreement and, except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement. Contractor has control over the manner and means of performing the services under this Agreement. If necessary, Contractor has the responsibility for employing other persons or firms to assist Contractor in fulfilling the terms and obligations under this Agreement.

8.4 Contractor is permitted to provide services to others during the same period service is provided to County under this Agreement; provided, however, such services do not conflict directly or indirectly with the performance of the Contractor's obligations under this Agreement.

8.5 If in the performance of this Agreement any third persons are employed by Contractor, such persons shall be entirely and exclusively under the direction, supervision and control of Contractor. All terms of employment including hours, wages, working conditions, discipline, hiring and discharging or any other term of employment or requirements of law shall be determined by the Contractor.

8.6 It is understood and agreed that as an independent contractor and not an employee of County, the Contractor and the Contractor's officers, employees, agents, representatives or subcontractors do not have any entitlement as a County employee, and, except as expressly provided for in any Scope of Services made a part hereof, do not have the right to act on behalf of the County in any capacity whatsoever as an agent, or to bind the County to any obligation whatsoever.

8.7 It is further understood and agreed that Contractor must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of Contractor's assigned personnel under the terms and conditions of this Agreement.

8.8 As an independent contractor, Contractor hereby indemnifies and holds County harmless from any and all claims that may be made against County based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

9. Confidentiality and Compliance

9.1 Through this Agreement, County and Contractor are parties to an agreement in which confidential patient information is necessarily shared with Contractor in fulfillment of the Agreement. Under the terms of this Agreement:

9.1.1 Contractor shall not (a) use or otherwise disclose confidential patient information for any purpose other than the purpose expressly stated in this Agreement and (b) use or disclose such confidential patient information in a manner that violates or would violate HIPAA regulations.

9.1.2 Contractor shall implement and maintain necessary safeguards to ensure that confidential patient information is not used or disclosed by Contractor, except as provided in this Agreement.

9.1.3 Contractor shall promptly report to County Privacy Officer as set forth in Exhibit A any use or disclosure of confidential patient information of which Contractor becomes aware that is not provided for or permitted in this Agreement. Contractor shall permit County to investigate any such report and to examine Contractor's premises where work under this Agreement was performed.

9.2. During the term of this Agreement and while performing services under this Agreement, Contractor shall make every effort to comply with the Health Insurance Portability and Accountability Act of 1996, as amended, which stipulates a provider's responsibility to prevent health care fraud and abuse. At a minimum, the Contractor shall be solely responsible for (1) providing all appropriate Common Procedural Terminology ("CPT") codes for professional services using guidelines promulgated by the American

Medical Association and specific diagnosis code(s) for each patient encounter; such codes shall be recorded, in accordance with the policy of County's Health Services Agency, on each patient's billing form; (2) ensuring complete, thorough, and accurate medical record documentation related to each patient encounter; (3) complying with all HCFA coding, documentation, and medical necessity requirements of treatment; and (4) providing appropriate diagnosis codes for medically necessary ancillary testing

9.3 If COUNTY becomes aware of a pattern of activity that violates the HIPAA Privacy Rule, and reasonable steps to cure the violation are unsuccessful, the COUNTY may terminate the Agreement, or if not feasible; report the problem to the Secretary of the US Department of Health and Human Services.

9.4 Pursuant to Section 6032 of the Deficit Reduction Act of 2005, Contractor shall communicate to its employees, subcontractors, agents, and other persons providing services on behalf of Contractor the policies and procedures related to the Federal and State False Claim Act. Contractor agrees that it has received a copy of the False Health Care Claims Policy approved by the Board of Supervisors on May 8, 2007 and that it and its employees, subcontractors, agents and other persons providing services on behalf of Contractor will comply with and adhere to these policies and procedures.

This Section shall survive the termination or conclusion of this Agreement and shall survive indefinitely.

10. Federal Access to Records

To the extent necessary to prevent disallowance of reimbursement under Section 1861 (v)(1)(I) of the Social Security Act, until the expiration of four (4) years after the furnishing of services under this Agreement, Contractor shall make available, upon written request to the Secretary of the United States Department of Health and Human Services, or upon request to the Comptroller General of the United States General Accounting Office, or any of their duly authorized representatives, a copy of this Agreement and such books, documents, and records as are necessary to certify the nature and extent of the costs of services provided by Contractor under this Agreement.

Contractor further agrees that in the event Contractor carries out any of its duties under this Agreement through a subcontract with a value or cost of Ten Thousand Dollars (\$10,000.00) or more over a twelve (12) month period with a related organization such contract shall contain a clause to the effect that until the expiration of four (4) years after the furnishing of such services pursuant to such subcontract, the related organization shall make available, upon written request to the Secretary of the United States Department of Health and Human Services, or upon request to the Comptroller General of the United States General Accounting Office, or any of their duly authorized representatives, a copy of such subcontract and such books, documents and records or such organization as are necessary to verify the nature and extent of such costs.

11. Nondiscrimination

During the performance of this Agreement, Contractor and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of

any federal, state or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religion, color, national origin, ancestry, physical or mental disability, medical condition (including genetic characteristics), marital status, age, political affiliation, sex or sexual orientation. Contractor and its officers, employees, agents, representatives or subcontractors shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation the County's nondiscrimination policy; the Fair Employment and Housing Act (Government Code sections 12900 et seq.); California Labor Code sections 1101, 1102 and 1102.1; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Regulations or the Code of Federal Regulations.

12. Assignment

This is an agreement for the services of Contractor. County has relied upon the skills, knowledge, experience and training of Contractor and the Contractor's firm, associates and employees as an inducement to enter into this Agreement. Contractor shall not assign or subcontract this Agreement without the express written consent of County. Further, Contractor shall not assign any monies due or to become due under this Agreement without the prior written consent of County.

13. Waiver of Default

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided below.

14. Notice

Any notice, communication, amendment, addition or deletion to this Agreement, including change of address of either party during the term of this Agreement, which Contractor or County shall be required or may desire to make shall be in writing and may be personally served or, alternatively, sent by prepaid first class mail to the respective parties as follows:

To County: County of Stanislaus
Health Services Agency
Attention: Managing Director
P.O. Box 3271
Modesto, CA 95353

To Contractor: Medex Practice Solutions Inc.
1752 Cornerstone Drive
Ripon, CA 95366

15. Conflicts

Contractor agrees that it has no interest and shall not acquire any interest direct or indirect which would conflict in any manner or degree with the performance of the work and services under this Agreement.

16. Severability

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal, state or county statute, ordinance or regulation the remaining provisions of this Agreement or the application thereof shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

17. Amendment

This Agreement may be modified, amended, changed, added to or subtracted from by the mutual consent of the parties hereto if such amendment or change is in written form and executed with the same formalities as this Agreement and attached to the original Agreement to maintain continuity.

18. Entire Agreement

This Agreement supersedes any and all other agreements, either oral or in writing, between any of the parties herein with respect to the subject matter hereof and contains all the agreements between the parties with respect to such matter. Each party acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding.

19. Advice of Attorney

Each party warrants and represents that in executing this Agreement, it has received independent legal advice from its attorneys or the opportunity to seek such advice.

20. Construction

Headings or captions to the provisions of this Agreement are solely for the convenience of the parties, are not part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement. Any ambiguity in this Agreement shall not be construed against the drafter, but rather the terms and provisions hereof shall be given a reasonable interpretation as if both parties had in fact drafted this Agreement.

21. Governing Law and Venue

This Agreement shall be deemed to be made under, and shall be governed by and construed in accordance with, the laws of the State of California. Any action brought to enforce the terms or provisions of this Agreement shall have venue in the County of

Stanislaus, State of California.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of last signature below.

**COUNTY OF STANISLAUS
HEALTH SERVICES AGENCY**

MEDEX PRACTICE SOLUTIONS, INC.

By: Mary Ann Lee
Mary Ann Lee, Managing Director

By: Bryan Williamson
Printed Name: BRYAN WILLIAMSON

"County" _____

Title: CEO

Date: 6/15/18

Date: 2/21/2018

Approved: BOS Resolution #2018-0208
Dated: 6/12/2018

"Contractor"

APPROVED AS TO FORM:
John P. Doering, County Counsel

By: Marc Hartley
Marc Hartley, Deputy County Counsel

EXHIBIT A

A. SCOPE OF WORK

Under the terms of this Agreement, Contractor shall provide professional provider staffing to the County's Health Services Agency (HSA) for its Urgent Care (UC) services UC in accordance with the criteria and requirements stipulated herein. The scope of services that Contractor will provide in the UC will be that identified by County policy and will include, but may not be limited to, urgent care, family medicine, and family planning.

1. County Responsibility

- A. County shall provide all administrative and operational overhead required for operation of the UC during all times that patients are attendance in the UC.
- B. Provide administrative and management support to the UC consistent with County policy. Contractor shall be responsible to the Clinic Manager and to the Director of Clinic Operations, designee, or successor.

2. Contractor Responsibility

Contractor Provider Compensation. All Contractor's providers shall not be considered employees of County. Contractor shall be solely responsible for providing workers compensation for any of its employees or subcontractors. Further, Contractor shall be responsible for and hold County harmless from all matters relating to payment of its employees, agents, and independent contractors, including compliance with social security, income tax withholding and all other regulations and programs concerning such matters. Contractor shall not encumber County to any agreement or arrangement, including any arrangement that entails a expense to County that negatively impacts the County's financial position, unless previously agreed to in writing by both parties. Contractor shall only utilize professional medical providers that are acceptable to County and approved through the established HSA Credentialing Committee. All providers of Contractor shall have submitted all completed County required credentialing information at least forty five (45) calendar days prior to the first day they are scheduled to attend patients in the UC, unless waived, in writing, by the County.

3. **Professional Qualifications, Licensure, etc.** Each of Contractor's physician providers shall be:

- Duly licensed to practice medicine in the State of California,
- In good standing with the Medical Board of California or the California Board of Osteopathic Examiners,
- Possess an unrestricted DEA controlled substances permit,
- Board certified or board eligible in Family Medicine, Internal Medicine, or Emergency Medicine,
- Have no adverse actions reported to the National Practitioner Data Bank (NPDB),
- Not have any current sanctions imposed by a governmental program.

Each of Contractor's physician assistant (PA) providers shall:

- Be a graduate of an accredited PA program,
- Have passed the National Commission on Certification of Physician Assistants (NCCPA).
- Possess an unrestricted Furnishing license

Each of Contractor's nurse practitioner (NP) providers shall be:

- A graduate of an accredited NP program
- Nationally certified.
- Possess an unrestricted Furnishing license

- A. **Termination of Providers.** Contractor may at its sole discretion terminate any of its providers who have been assigned responsibility to render services under this Agreement upon notice of this intention to County.
- B. **Adherence to Policies and Procedures.** Contractor agrees to abide by all Center for Medicare and Medicaid Services (CMS) and California Department of Healthcare Services (DHCS), Health Resources and Services Administration (HRSA) and other applicable laws, rules, and regulations relating to the provision of professional medical services. Contractor agrees to adhere to all applicable County policies and procedures.
- C. **Clinic Hours, Physician Availability, Patient Accessibility.** Contractor shall provide staffing to the UC within the following parameters:
1. Contractor shall provide two (2) providers during all operating hours of the UC, which requirement may be fulfilled with two physicians, a physician and a mid-level or two (2) mid-level providers with remote physician supervision for real-time telephonic consult and same-day remote sign-off of charting. Fully Licensed Family Medicine Resident physicians in their third year of the Residency program may be scheduled with another non-Resident physician or a mid-level provider. Licensed physician must have active credentialing with all health plans accepted by HSA. The UC operating hours are Monday through Friday from 5:30 p.m. to 9:30 p.m. and on Saturdays and Sundays from 10:00 a.m. to 6:00 p.m. The UC will be closed based on the following schedule:
 - a) January 1st, New Year's Day (actual date and additional Monday or Friday recognized by County if date falls on a weekend)
 - b) The third Monday in January, Martin Luther King Day
 - c) The third Monday in February, Washington's Birthday
 - d) Easter Sunday
 - e) The last Monday in May, Memorial Day
 - f) July 4th, Independence Day (actual date and additional Monday or Friday recognized by County if date falls on a weekend)
 - g) First Monday in September, Labor Day
 - h) November 11th, Veterans Day (actual date and additional Monday or Friday recognized by County if date falls on a weekend)
 - i) November – the Thursday designated as Thanksgiving Day
 - j) The day after Thanksgiving Day
 - k) December 24th, Christmas Eve

- l) December 25th, Christmas Day (actual date and additional Monday or Friday recognized by County if date falls on a weekend)
- m) December 31st, New Years Eve

The hours of operation and Holiday closures are set at the discretion of the County and the Community Health Center Board. Every effort will be made by County to provide Contractor a minimum of thirty (30) calendar days notice to Contractor of changes to the current hours and Holiday closure schedule.

- 2. A physician must be scheduled to be present on-site for at least fifty percent (50%) of all UC days of operation. Whenever a midlevel provider is utilized by Contractor for staffing of the Urgent Care, Contractor agrees to comply with County midlevel supervision policies and procedures and with all laws, rules, and regulations related to midlevel supervision.
 - 3. Remotely supervised mid-levels shall have at least one (1) year mid-level experience and have previously worked at least twelve (12) shifts in the UC.
 - 4. Contractor shall submit to County's Clinic Manager at least seven (7) calendar days prior to the end of the month a staffing schedule for the succeeding month noting daily provider schedules, hours, days, and times. County reserves the right to require Contractor to change staffing levels from this published schedule consistent with the above parameters prior to its implementation with a minimum of seven (7) calendar days prior notice. Likewise, Contractor may request deviations from the published schedule at any time during normal working hours upon request to the Clinic Manager or Director of Clinic Operations or designee; County shall within two (2) working days approve or reject these changes. Consistent with County policy, Contractor shall be required to attend all patients presenting and registering for urgent care services, although attending these patients may extend beyond the published closing time of the Urgent Care.
 - 5. At the request of the Director of Clinic Operations or designee, Contractor will attempt to schedule a third UC provider on weekdays for the calendar months of December through April, such requests will be on a month-to-month basis and determined by patient volumes.
 - 6. At the request of the Director of Clinic Operations or designee, Contractor shall schedule only one (1) provider, who shall not be a mid-level provider, on weekend days. Such requests will be on a month-to-month basis and determined by patient volumes.
- D. Professional staff provided by Contractor are expected and required to be in attendance and be prepared to begin their work assignment at the opening time of the UC as referenced in paragraph D.1. herein. Failure of any individual provider to meet this requirement after repeated verbal, written or other communication by County staff, may result in the permanent dismissal of that provider from the UC.

- E. Contractor shall submit the curriculum vitae for all potential UC providers to County for initial review and approval. Once the contractor is notified of County approval the credentialing process may begin.
- F. Contractor shall provide County with a provider roster of those providers Contractor intends to employ under this Agreement on a monthly basis. Contractor understands and agrees that only those providers meeting the criteria described in paragraph H. above shall be approved to perform work under this Agreement.

B. COMPENSATION

1. Contractor shall be paid in the amount of \$210.00 per hour for the professional services rendered by two providers. If Contractor provides only one provider as set forth in Section A. and with the prior approval of County, the hourly rate shall be reduced to \$125.00 for said hours. Contractor shall be paid an additional \$117.00 per hour for any hours a third scheduled provider works at the UC under Section A, paragraph D.5. Pro-rated adjustments to the nearest quarter hour, shall be made to the above compensation if and for the period during which a provider is scheduled, but is not in attendance and/or available to attend to patients. All providers will be required to sign a time-in and time-out log sheet for each shift worked. If due to patient volumes, a provider works past the stated UC closing time, the County may authorize additional hourly compensation on an individual provider basis, pro-rated to the nearest quarter hour with an hourly basis of \$117.00 per provider. Additionally, Contractor shall be paid in the amount of \$10.00 per patient encounter during which a billable examination was performed and evidenced by a related charge document entered into the County's practice management system. Said compensation reflects all payment for services provided under this Agreement and for performance of all reasonable County administrative requirements implicit in this Agreement, including but not limited to chart audit review in accordance with policies established by the County's Medical Director and/or its Clinic Operations Committee.
2. County shall prepare and provide to Contractor a monthly summary of patients attended and provider hours reconciliation log for the preceding calendar month by the fourth (4th) business day of following month. Contractor will prepare an invoice and present to County for payment by the tenth (10th) business day of the month. County will approve invoice and make payment within 10-15 days after invoice approval.
3. Contractor agrees to assign all professional fees generated in fulfillment of this Agreement to the County.
4. Any payment adjustments by either party for over or under-payments per this Agreement must be claimed and made during or within six (6) months of the alleged over or under-payments.

The parties hereto acknowledge the maximum amount to be paid by the County for services provided shall not exceed \$510,000 for dates of service occurring on or between July 1, 2018 and June 30, 2019. Said maximum amounts shall include, without limitation,

the cost of any subcontractors, consultants, experts or investigators retained by the Contractor to perform or to assist in the performance of its work under this Agreement.

C. CONFIDENTIALITY AND COMPLIANCE

Contractor shall promptly report any use or disclosure of confidential patient information of which Contractor becomes aware that is not provided for or permitted in this Agreement as follows:

To County: County of Stanislaus
Health Services Agency
Privacy Officer
(209) 558-7034

D. DEFAULT, BREACH, REMEDY

Default or breach shall be defined to mean any material and repeated and unresolved violation of one or more terms of this Agreement. For example, Contractor may default and/or breach by repeatedly and after both verbal and written warnings continue to violate the County's or HSA's policies and procedures, fraudulently claiming compensation, violation of the County's billing, coding, and medical record documentation policies and procedures.

Prior to claiming a default or a breach, the violated party shall notify the suspected offending party in writing of the nature of the default or breach. This party shall have no more than forty-five (45) calendar days to consistently correct the default or breach. Failure of this party to correct the default or breach will empower the other party to promptly declare default or breach and exercise written notification of intent to terminate the agreement with no less than ten (10) calendar days prior written notice.

E. MISCELLANEOUS PROVISIONS

1. Unprofessional Conduct

Should an issue of substance abuse, violation of law, perceived threats to quality patient care, adverse risk management issues caused by Contractor's provider, or any unprofessional activity or behavior be identified by County's Managing Director of HSA regarding any of Contractor's agents, the Managing Director may require that the suspected offending provider be immediately suspended from the UC practice and denied access to clinic facilities, pending further investigation by Contractor and County. This suspension shall be for a period of not to exceed fourteen (14) calendar days from the date of the suspension during which time County and Contractor shall conduct an investigation as to the circumstances and substance of the events precipitating the suspension. Both parties will review the facts surrounding the suspected offence and in conjunction with the Managing Director shall determine whether or not the allegations are substantiated. Based on this investigation at or before the 14th calendar day following the suspension, the provider may be reinstated to the practice or be removed from practicing at any County site. The decision of the Managing Director on this investigation will be binding and final.

2. Problem Resolution

If at any time during the term of this Agreement either party has an unresolved grievance against the other, the grieved party shall notify in writing and inform the respective administrative authority for the respective organization of the nature and extent of the grievance. Both parties agree to formally meet within seven (7) calendar days to attempt to resolve any such grievance.

3. Non-Compliance

At the discretion of the County and after thirty (30) days' notice to Contractor of material non-compliance to Agreement clause(s), County may temporarily retain up to 10% of Contractors owed compensation until Contractor rectifies the non-compliance.

4. Renegotiation or Modification

Either party shall have the right to request renegotiation of this Agreement upon written notice and offer to renegotiate the terms hereof. Specifically, County and Contractor agree to renegotiate and conclude negotiations on a new UC Agreement, subject to County Board of Supervisor approval, if there are material and sustained changes in urgent care patient volumes resulting from additional managed care contracts, changes in the uninsured populations, policy directives from the County Board of Supervisors, or other factors that impact urgent care accessibility.

5. Electronic Medical Record

UC Failure of Contractor to require its providers to implement and utilize the County's EMR consistently and in compliance with the County's EMR policies and procedures, may result in penalty of \$2,000 for every calendar month or part of a calendar month in which an individual provider fails to utilize the EMR in conformance with policies and procedures.

6. Communicable Disease Precautions

All of Contractor's providers are encouraged to have TB testing and N95 mask fit testing performed at least annually at the County's expense. Such testing will be performed concurrent with the process used for County staff. All of Contractor's providers are encouraged to receive seasonal influenza vaccinations and the County will provide the vaccine at cost to Contractor for any of its providers who request to be vaccinated. The seasonal influenza vaccinations will be performed concurrent with the process used for County staff.

F. COUNTERPARTS

This Agreement may be executed in one or more counterparts, all of which together shall constitute only one Agreement.

G. TERM AND TERMINATION

Paragraph 3.1 of the body of this Agreement is hereby amended to read as follows:

The term of this contract will begin July 1, 2018 and terminate June 30, 2019, contingent upon the approval of the Stanislaus County Board of Supervisors of the fiscal year 2018-2019 budget. Either party may terminate this Agreement for convenience and without cause upon providing one hundred twenty (120) days prior written notice to the other party. Both parties shall notify the other party no later than one hundred eighty (180) days from the above termination date of their intention to renegotiate and/or extend this Agreement beyond the termination date. In the event the parties have agreed to renegotiate and/or extend this Agreement beyond the termination date, compensation will continue to be paid to Contractor under the terms set forth in this Agreement. Upon termination of this Agreement, the County will pay to Contractor all amounts owed to Contractor for services rendered and work satisfactorily performed.

**FIRST AMENDMENT TO AGREEMENT FOR
HEALTHCARE INDEPENDENT CONTRACTOR**

Reference is made to the Agreement for Healthcare Independent Contractor (the "Agreement") effective as of July 1, 2018 by and between County of Stanislaus ("County") and Medex Practice Solutions, Inc., a California corporation ("Contractor").

WHEREAS, the Agreement is from July 1, 2018 through June 30, 2019; and

WHEREAS, Section 17 of the Agreement allows the contract to be amended; and

WHEREAS, the parties desire to expand the Contractor's scope of work to include primary care clinics throughout the County's Health Services Agency system to enhance patient access in its FQHC-LA primary care clinics under this Agreement.

NOW THEREFORE, the parties hereby agree as follows:

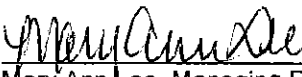
1. The first paragraph of Exhibit A, "A. SCOPE OF WORK" is hereby amended to read as follows:

Under the terms of this Agreement, Contractor shall provide professional provider staffing to the County's Health Services Agency (HSA) for its Urgent Care (UC) services continuously and for its FQHC-LA primary care clinics intermittently as requested by County in accordance with the criteria and requirements stipulated herein. The scope of services that Contractor will provide in the UC will be that identified by County policy and will include, but may not be limited to, urgent care, family medicine, and family planning.

2. All other terms and conditions of the Agreement, including all amendments entered into by the parties, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties or their duly authorized representatives have executed this First Amendment on this August 30, 2018.

COUNTY OF STANISLAUS
Health Services Agency

By: 
Mary Ann Lee, Managing Director

"County"

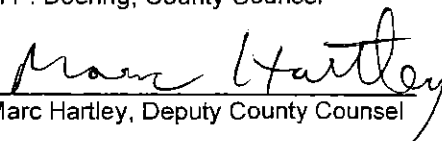
MEDEX PRACTICE SOLUTIONS, INC.

By: 
Bryan Williamson, CEO

"Contractor"

APPROVED: BOS Resolution #2018-0268
DATED: June 12, 2018

APPROVED AS TO FORM:
John P. Doering, County Counsel

By: 
Marc Hartley, Deputy County Counsel